

1750 S. Arizona Blvd.
Coolidge, AZ 85228

LEASE AMENDMENT
#500-009-B

This Amendment made and entered into this 28th day of February 2014, by and between The City of Globe, hereinafter called the Lessor, and Pinal Gila Community Child Services, Inc., hereinafter called Lessee.

WHEREAS, the Lessor and the Lessee have heretofore, on or about the 1st day of March, 1994, made and entered into an Agreement and Lease; and **WHEREAS**, the Lessor and Lessee both desire to extend the term of said Agreement and Lease;

NOW, THEREFORE, it is mutually agreed by and between the Lessor and Lessee that a portion of the Agreement and Lease be amended to read as follows:

“Said term to commence on the 28th day of February, 2014, and to terminate on the 28th day of February, 2019. All other terms, conditions and sections of said Agreement, Lease and Amendments shall remain unchanged.”

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS THIS 19th
DAY OF March, 2014

LESSOR:

CITY OF GLOBE
ATTN: CITY MANAGER
150 N. Pine Street
Globe, Arizona 85501

BY: [Signature] 3/19/14
City Manager Date

BY: [Signature] 3/19/14
Mayor Date

LESSEE:

PINAL-GILA COMMUNITY CHILD
SERVICES, INC
1750 South Arizona Blvd.
Coolidge, Arizona 85128

BY: [Signature] 3/10/14
Melanie O'Neil Date
CEO

LEASE AGREEMENT

THIS LEASE made and entered into this 1st day of March,

1994, by and between **THE CITY OF GLOBE**, an Arizona municipal corporation, hereinafter referred to as Lessor, and **PINAL/GILA COMMUNITY CHILD SERVICES, INC.**, an Arizona non-profit corporation, hereinafter referred to as Lessee. As used herein, the term Lessee shall also include all of Lessee's employees, agents, assigns or successors or anyone claiming under them or acting in their behalf.

RECITALS:

Lessor is the owner of real property (property herein) on which there are no improvements, other than a wall, utilities, and sewer and water connections. The use of this property is restricted to activities involving youth development, pursuant to the provisions of the deed from Magma Copper Company conveying title of said property to Lessor. Lessee is qualified as a tax exempt organization under Section 501(C)(3) of the Internal Revenue Code. Lessee, pursuant to its Articles of Incorporation and activities authorized under Arizona law, is involved in conducting programs for underprivileged youth which will assist in the proper development and training of said youth as citizens, thereby performing a service to the public. Lessee desires to operate a head start training and educational program on the property and intends to place a modular structure on the property for the purposes of conducting said activities. Lessor believes that the activities conducted by Lessee would be in the interest of all citizens of the Globe area and provide a service to the City residents which the City is authorized to provide under Arizona law.

THEREFORE, subject to the rights of joint use and Lessor's control reserved herein, Lessor, for and in consideration of the agreements and covenants of Lessee contained herein, does hereby lease to Lessee and the Lessee leases from Lessor the right to locate and occupy a Modular Building on the following described property:

(See Exhibit "A" attached hereto and by reference made a part hereof.)

ARTICLE ONE

This lease is for the term of five (5) years, commencing with the 1st day of March, 1994 and ending the last day of February, 1999, unless sooner terminated as hereinafter provided. Provided further, if Lessee is in compliance with all the provisions of this lease, including any use restrictions, Lessee shall have an option to renew this lease under the same terms and conditions for two (2) successive five (5) year periods provided said option is exercised, in writing, ninety (90) days prior to the termination of the original lease term. Upon renewal, Lessor reserves the right to change or modify any provision of this lease, other than the rental provisions, to insure that the purposes of the lease are carried out and that Lessee is in compliance with all provisions of the law as it may apply to use of the premises.

ARTICLE TWO

2.1 Rent. The rental payment for said property shall be One (\$1.00) Dollar per year payable on or before the 1st of March, 1994, and continuing on 1st of each March thereafter for the term of this lease. Further lease considerations shall include immediate action to start and maintain the Head Start Program for local youth and the continuance of same for the term of this lease and any extension thereof, together with compliance with all provisions of this lease.

ARTICLE THREE

3.1 Use Restrictions. The use of this property shall comply in all respects with the restrictions contained in the deed from Magma Copper to the City of Globe dated the 19th day of July, 1993. Lessee acknowledges receipt of said deed and agrees to not conduct any activity on said property which would breach the restrictive provisions contained in said

any activity on said property which would breach the restrictive provisions contained in said deed. At all times during the term of this lease, the Lessee shall maintain its status as an Arizona non-profit corporation classified as tax exempt under Section 501(C)(3) of the Internal Revenue Code. Violation of any of the provisions of this section, shall result in the immediate termination of the lease without further notice. Lessee shall notify Lessor of any change in non-profit or tax exempt status and shall provide a written annual report to be received no later than March 15th of each year, commencing with March 15, 1995, regarding the activities conducted on the property.

(a) It is the intent of Lessee upon finalization of this lease document to construct a Modular Building on part of the real property owned by Lessor. Lessee agrees to locate said Modular Building on the portion of the real property designated by Lessor. Said structure shall be properly installed and landscaped to meet building code standards and any applicable rules or regulations. Lessor further shall design access routes and parking areas to properly facilitate use of the entire property. Lessor reserves the right to make other uses of the real property, including the erection of other buildings or structures which will not interfere with the use of the property by Lessee for the Head Start Program. In other words, the property appears to be of sufficient size and proper shape to allow for uses by Lessor other than Lessee's use as a Head Start Program. Therefore, Lessor reserves the right to use portions of the property not set aside specifically for the Head Start Program for other uses determined to be appropriate by Lessor. The parties shall cooperate in planning, to avoid interference with each other's activities.

3.2 Acceptance. Lessee has examined the property prior to and as a condition precedent to its acceptance and the execution hereof and is satisfied with the physical condition thereof, and its taking possession thereof shall be conclusive evidence of

its receipt of same in good order and repair, except as otherwise specified herein. Lessee agrees and admits that no representations as to the condition thereof has been made by Lessor or its agent, which is not herein expressed or endorsed herein and likewise agrees and admits that no agreement or promise to decorate, alter, repair or improve the premises, either before or after the execution hereof, not contained herein has been made by Lessor or his agent.

ARTICLE FOUR

4.1 Maintenance - Lessor. Lessor shall have no obligation to improve or maintain the premises or any improvements placed on same by Lessee.

4.2 Maintenance - Lessee. Lessee shall keep the premises and any improvements placed on same in a sightly, clean and healthy condition, and in good repair, all according to the statutes, ordinances or regulations that might apply to the operation of Lessee's business activity, all at its own expense. Lessee shall yield the property back to Lessor upon the termination of the lease, whether such termination shall occur by expiration of the term or in any other manner whatsoever, in the same condition of cleanliness, repair and sightliness as at the date of the execution hereof, loss by fire and reasonable wear and tear excepted.

4.3 Rights on Termination. Unless otherwise agreed in writing, Lessee shall remove all structures or improvements within ninety (90) days of lease termination and lease the property in a clean and sanitary condition.

4.4. Utility Expense. Lessee shall pay all costs and expenses incurred during the term of the lease as a result of its occupancy of the premises including, but not limited to, all expenses incurred for utility services including, but not limited to, water, gas, electricity,

telephone, sewage, and garbage in and to Lessee's structure located on lease property.

ARTICLE FIVE

5.1 Indemnification. Lessee shall hold Lessor and Lessor's employees and representatives harmless and indemnify Lessor from and against all claims for any bodily injury, loss or damage to any person or property arising out of or occasioned by the use or occupancy of the property by Lessee and from and against all bodily injury, loss, claim, or damage to any person or property anywhere occasioned by any act or omission of Lessee. In case Lessor shall be made a party to any litigation commenced by or against the Lessee for any of the above reasons, then Lessee shall protect and hold Lessor harmless and pay all costs, penalties, charges, damages, expenses, and reasonable attorney's fees incurred or paid by the Lessor. Lessee shall provide proof of liability insurance showing a minimum coverage of One Million (\$1,000,000) Dollars, with Lessor as additional named insured. As used herein, the term "person" means any person, firm, corporation, association, partnership, trust, joint venture, or other entity.

ARTICLE SIX

6.1 Casualty Insurance. All personal property in or upon Lessor's property shall be held on same at the sole risk of the Lessee and Lessor shall not be liable for any damages to any of said property or to Lessee or other persons arising from any building, structure or any part of an appurtenance thereto becoming out of repair. Lessee shall have the responsibility to insure against such losses.

6.2 Insurance Proceeds. Should Lessor have insurance coverage in force for any casualty loss that may occur on the premises. Said coverage, proceeds, and benefits are for the sole protection, right and use of Lessor. The Lessee agrees to provide and maintain insurance for protection of or against any loss that it might incur as a result of its occupancy of the premises.

ARTICLE SEVEN

7.1 Abandonment. In case Lessee shall abandon or be removed from the premises before the end of the term, Lessor, immediately or at any time afterwards, without notice and without waiving or postponing any right against Lessee, may re-let the premises.

ARTICLE EIGHT

8.1 Default. "Default", when said term is used herein means the occurrence of any one or more of the following events:

(a) failure of Lessee to pay when due any installment of rent provided in the Lease, or to comply with any provision of Article 3.1 of this lease, or

(b) the failure by Lessee to comply with any term, covenant, or provision in the Lease, other than those set out in paragraph (a) of this Article, and the failure of Lessee, within thirty (30) days after Lessor has notified Lessee of such failure, to commence to cure such failure and thereafter to proceed diligently to cure such failure within a reasonable period of time.

8.2 Remedies After Default. Upon the occurrence of a Default (including the passage of time specified therefor without cure), Lessor shall have the option to pursue any one or more of the following remedies without any further notice or demand whatsoever and shall have the right to pursue any other remedies at law or in equity, the following remedies being non-exclusive:

(a) terminate the Lease, in which event Lessee shall immediately surrender the property to Lessor and, if Lessee fails to do so, Lessor may, without prejudice to any other remedy which Lessor may have hereunder for possession, enter upon and take possession of the premises and expel or remove Lessee and any other person who may be occupying the property, or any part thereof, and Lessee agrees to pay to Lessor on demand the amount of all loss and damages which Lessor may suffer by reason of such termination, whether through inability to re-let the premises on satisfactory terms or otherwise;

(b) enter upon the premises by force, if necessary, without being liable for prosecution for any claim for damages therefor, do whatever Lessee is obligated to do under the

terms of the lease, and obtain reimbursement from Lessee for any expenses which Lessor may incur in thus effecting compliance with Lessee's obligations under the lease.

ARTICLE NINE

9.1 Holding Over. In the event Lessee remains in possession of the premises or any part thereof after the expiration of the lease and without execution of a new lease agreement, Lessee shall be deemed to be occupying the premises as a tenant from month-to-month at a rental equal to the rental herein provided and otherwise subject to all the terms, covenants, and provisions of the lease insofar as the same are applicable to a month-to-month tenancy.

ARTICLE TEN

10.1 Notices. Whenever any notice or demand is required or permitted hereunder, such notice or demand must be in writing. Any notice, demand, payment, or document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not on the fifth (5th) business day after it is deposited in the United States mail, postage prepaid, addressed to the following:

Lessor:

City of Globe
Attn: City Clerk
150 N. Pine Street
Globe, Arizona 85501

Lessee:

Pinal/Gila Community Child Services, Inc.
P. O. Box 385
Coolidge, Arizona 85228

Any party or person entitled to receive notices, demands, payments, and documents hereunder may change, at any time and from time to time by written notice, the address heretofore specified for receiving the same.

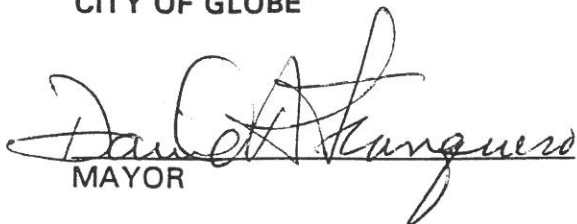
10.2 Assignment. This lease agreement or rights provided herein shall not be assigned for any purpose without the express written approval of the Mayor and Council of the City of Globe

IN WITNESS WHEREOF the parties have executed this lease effective as of

the 1st day of March, 1994.

CITY OF GLOBE

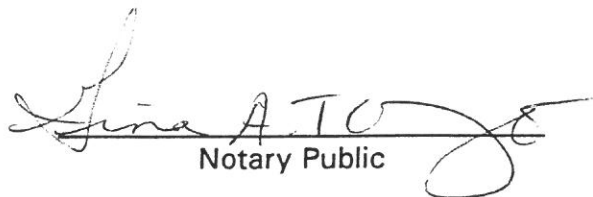
PINAL/GILA COMMUNITY CHILD SERVICES, INC.


MAYOR

MANAGER

SUBSCRIBED AND SWORN TO before me by DAVID FRANQUERO this 1st

day of March, 1994.


Notary Public

My Commission Expires:

June 18, 1997

SUBSCRIBED AND SWORN to before me by _____ this

____ day of _____, 1994.

Notary Public

My Commission Expires:

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the sum of One Dollar(s) (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MAGMA COPPER COMPANY, a Delaware corporation qualified to do business in Arizona ("Grantor"), does hereby forever release and quitclaim to the City of Globe, a municipal corporation and body politic, all of Grantor's right, title and interest in and to the real property described in Exhibit "A" attached hereto and incorporated herein by this reference. Provided, however, that this instrument is not intended to convey and does not convey any of the described property on Exhibit "A" lying at a greater depth than 200 feet immediately beneath the surface.

And provided further, that the premises herein conveyed are for the sole and exclusive purpose of the operation of a recreational area and related functions therein and thereon for the benefit of the residents of the City of Globe and surrounding vicinity, and for no other purpose or purposes whatsoever, and the City of Globe accepts said premises subject to said conditions. It is expressly agreed that if at any time hereafter said premises are not used for the purposes heretofore stated, the property hereinabove described and all thereof, shall revert to Magma Copper Company, its successors and assigns as of its former estate without further proceedings.

DATED this 19 day of July, 1993.

MAGMA COPPER COMPANY

By: 

Alex Acosta

Its: Corporate Land Manager

STATE OF ARIZONA)
) ss.
County of Pinal)

The foregoing instrument was acknowledged before me this 14th
day of July, 1993, by Alex Acosta, LAND MANAGER
of MAGMA COPPER COMPANY, a Delaware corporation, on behalf of the
corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Mary Kueh
Notary Public

My Commission Expires:

MY COMMISSION EXPIRES 10-13-94

Mailing Address
P. O. Box 71
Globe, Arizona 86502

804 First Ave. (Rear)
Country Club Manor
Globe, Arizona 86501

Phone 426-7044 • FAX 426-3496
E. D. "Nick" Bunker
R. L. S. 14169

Job No.: 93053

EXHIBIT A

July 12, 1993

Client: Magma Copper Company
Pinto Valley Division

BOUNDARY DESCRIPTION

A parcel of land situate in the Northwest Quarter (NW 1/4) of Section 25, Township 1 North, Range 15 East, Gila and Salt River Meridian, Gila County, Arizona, and being a part of Globe Townsite and or North Globe Townsite, as per official Maps Nos. 63 and 3, respectively, of Gila County Records, subject parcel having a boundary more particularly described as follows;

Commencing for a tie at the POINT OF BEGINNING, said point being a square head steel pin marking the Northeast Corner of said Globe Townsite, from which the Northwest Corner of said Globe Townsite bears S. 68° 14' 41" W., 2632.36 feet distant;

thence S. 68° 14' 41" W., 273.21 feet to the SE Cor. of Lot 2 of Section 25 of North Globe Townsite;

thence S. 67° 30' 00" W., 200.00 feet;

thence N. 22° 00' 00" W., 178.00 feet;

thence N. 69° 06' 15" E., 196.15 feet;

thence N. 21° 20' 11" W., 290.00 feet;

thence N. 28° 41' 28" E., 470.71 feet;

thence S. 57° 56' 47" E., 272.37 feet;

thence S. 51° 40' 17" E., 224.74 feet;

thence S. 37° 43' 17" E., 116.53 feet;

thence S. 20° 13' 21" W., 221.99 feet;

thence S. 64° 46' 19" W., 141.70 feet;

Page 1 of 2

Mailing Address
P. O. Box 71
Globe, Arizona 85802

804 First Ave. (Rear)
Country Club Manor
Globe, Arizona 85501

Phone 426-7044 • FAX 426-3498
E. D. "Rich" Bunger
P. L. S. 14169

Job No. 93053

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thence S. 37° 02' 48" W., 119.59 feet to the POINT OF BEGINNING,
having an area of 8.863 acres, more or less.



FEE# **94-643922** ck# **654**
RECORDED AT THE REQUEST OF #PAGES **1**

CITY OF GLOBE
DATE **FEB 11, 1994** TIME **11:45**
OFFICIAL RECORDS OF GILA COUNTY, AZ
LINDA HAUGHT ORTEGA, RECORDER

BY **Connie A. League** Deputy

RESOLUTION NO. 1149

A RESOLUTION OF THE MAYOR AND THE COMMON COUNCIL OF THE CITY OF GLOBE, GILA COUNTY, ARIZONA, ACCEPTING A GIFT OF PROPERTY FROM MAGMA COPPER COMPANY AND AUTHORIZING THE CLERK TO RECORD NOTICE OF ACCEPTANCE.

WHEREAS, the Mayor and Council of the City of Globe are authorized by law to accept, on behalf of the City, a proposed gift of real property when it is deemed in the best interest of the City, and

WHEREAS, Magma Copper Company has, by deed dated January 20, 1994, proposed a gift of the following described property:

Lots Two to Six, inclusive, of North Globe Townsite, according to the plot of said North Globe Townsite on file in the office of the County Recorder of said gila County, State of Arizona, excepting and excluding therefrom that portion of said lots lying west of the Easterly boundary line of the Southern Pacific Railroad right-of-way line. Said North Globe Townsite is a tract of land located in the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section Twenty-six (26), Township 1 North, Range 15 East, Gila and Salt River Base and Meridian, Gila County, Arizona.

and,

WHEREAS, the Mayor and Council has determined that it is in the best interest of the City to accept said deed in accordance with the provisions of the Quit-Claim Deed dated the 20th day of January, 1994.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Globe do hereby accept the gift of the property described herein from Magma Copper Company, a Delaware Corporation, all under the terms and conditions stated in the Quit-Claim Deed. The Clerk of the City of Globe is hereby authorized to record a certified copy of this Resolution providing notice of the acceptance of said property and to record the Deed.

PASSED AND ADOPTED BY MAYOR AND COUNCIL THIS 7th DAY OF FEBRUARY, 1994.

ATTEST:

Shirley A. T. O.
Clerk

David A. Langness
Mayor

APPROVED AS TO FORM:

William D. Jeff
City Attorney

FEE# 94-643923 C \$3.00
ck# CASH
#PAGES 5
RECORDED AT THE REQUEST OF
CITY OF GLOBE
DATE FEB. 11, 1994 TIME 11:45 INDEXED
OFFICIAL RECORDS OF GILA COUNTY, AZ MICROFILMED
LINDA HAUGHT ORTEGA, RECORDER
BY Connie A. League Deputy

QUIT CLAIM DEED

THIS DEED made this 20th day of January,
1994, by and between MAGMA COPPER COMPANY, a Delaware
Corporation, authorized to transact business in the State of
Arizona, First Party, and THE CITY OF GLOBE, a municipal
corporation and body politic, situate in the County of Gila,
State of Arizona, Second Party.

W I T N E S S E T H :

That MAGNA COPPER COMPANY, First Party, for and in
consideration of the sum of Ten Dollars (\$10.00), to it in hand
paid by THE CITY OF GLOBE, receipt whereof is hereby
acknowledged, has released, remised and quit claimed, and by
these presents does release, remiss and quit claim unto THE CITY
OF GLOBE, Second Party, but without any covenants or agreements
of warranty of title, either express or implied, all of its
right, title and interest in and to the surface and the ground
immediately beneath the surface to a depth of five hundred (500)
feet immediately beneath the surface of the following described
premises, to wit:

Lots Two to Six, inclusive, of North Globe
Townsite, according to the plot of said North
Globe Townsite on file in the office of the
County Recorder of said Gila County, State of
Arizona, excepting and excluding therefrom
that portion of said lots lying west of the
Easterly boundary line of the Southern

Pacific Railroad right-of-way line. Said North Globe Townsite is a tract of land located in the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-six (26), Township 1 North, Range 15 East, Gila and Salt River Base and Meridian, Gila County, Arizona.

Provided, however, the premises herein conveyed are for the sole and exclusive purpose of operating and maintaining a youth development facility for the benefit of the residents of Globe, Gila County and vicinity, and for no other purpose or purposes whatsoever, and the City of Globe accepts said premises subject to said condition.

And provided further, however, that this instrument is not intended to convey and does not convey any of the above-described premises lying at a greater depth than five hundred (500) feet immediately beneath the surface nor any of the area or minerals contained in the ground lying at a greater depth than five hundred (500) feet immediately beneath the surface.

And provided further, that the party of the first part reserves and excepts from this conveyance for itself, its successors and assigns, the following:

(a) All of the said premises hereinabove described except the surface and the ground to a depth of five hundred (500) feet immediately beneath the surface thereof.

(b) The right to carry on mining operations thereunder and extract ores therefrom in any manner other than from the surface, and to carry on operations incident thereto and perform such activities on or under any property now or hereafter owned

by it in the vicinity of the property hereinabove described without liability by the party of the first part, its successors and assigns, to the party of the second part, its successors and assigns, for any claims or demands that may arise on account of damages to the premises hereinabove described or to any part thereof, or to any buildings or improvements thereon or to be erected thereon, or to any occupancy or business or occupation conducted on or to be conducted thereon, by reason of such mining operations and operations incident thereto, due to any alleged nuisances or other causes arising out of such mining or operations incidental thereto or hereafter made and carried on by the party of the first part, its successors and assigns: provided, however, that the party of the second part, its successors and assigns, shall be entitled to lateral and subjacent support for the surface and all buildings which have been or may be erected thereon.

TO HAVE AND TO HOLD, all and singular, the above-described premises, together with the tenements, hereditaments and appurtenances thereunto belonging, unto the party of the second part, its successors and assigns, forever, subject to the foregoing reservations and exceptions, it being the intent hereof that the part of the first part, its successors and assigns, shall be entitled to conduct its mining operations in all aspects, by any manner other than by means of operations conducted on or from the surface of said premises, without liability, present or future, to the party of the second part,

94-643923

its successors or assigns, except for lateral and subjacent support, notwithstanding the conveyance of the portions of the property hereinabove described.

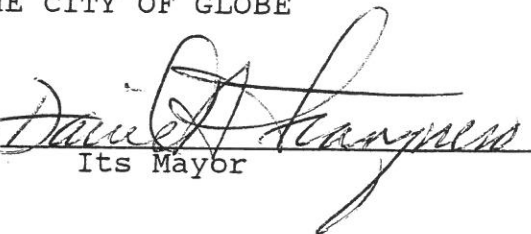
It is expressly agreed that if at any time hereafter said premises are not used for the purposes heretofore stated, the property hereinabove described and all thereof, shall revert to MAGMA COPPER COMPANY, its successors and assigns as of its former estate without further proceedings.

IN WITNESS WHEREOF, each of the parties hereto have caused this instrument to be executed by its proper officers thereunto duly authorized as of the day and year hereinabove written.

MAGMA COPPER COMPANY

By 
Corporation Land Manager

THE CITY OF GLOBE

By 
Its Mayor

(Exempt Pursuant to Provisions of ARS 42-1614 [A] [3])